

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re	: Chapter 11
DELPHI CORPORATION, <u>et al.</u> ,	: Case No. 05-44481 (RDD)
Debtors.	: (Jointly Administered)
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AFFIDAVIT OF LEGAL ORDINARY COURSE PROFESSIONAL

STATE OF MICHIGAN     )  
                                  ) ss.  
COUNTY OF KENT        )

John A. Ferroli, being duly sworn, deposes and says:

1. I am a principal of Dykema Gossett PLLC ("Dykema Gossett") which firm maintains offices at numerous locations, including 400 Renaissance Center, Detroit, Michigan 48243-1668, and 300 Ottawa Avenue, N.W., Suite 700, Grand Rapids, Michigan 49503-2306.

2. Neither I, Dykema Gossett, nor any partner, auditor or other member thereof, insofar as I have been able to ascertain, has any connection with the above-captioned debtors and debtors-in-possession (the "Debtors"), their creditors, or any other party-in-interest, or their attorneys, except as set forth in this affidavit.

3. Dykema Gossett has represented and advised the Debtors in Michigan with respect to a broad range of aspects of the Debtors' businesses.

4. The Debtors have requested, and Dykema Gossett has agreed, to continue to represent and advise the Debtors pursuant to Section 327(e) of Title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"), with respect to such matters.

5. Dykema Gossett's current fee arrangement is set forth in the attachment, "How We Charge for our Services and Expenses." Fees are billed at Dykema Gossett's standard hourly rates applicable at the time of billing, as modified by any discounted or special fee arrangements applicable to specific assignments, as agreed to between Debtors and Dykema Gossett.

6. Except as set forth herein, no promises have been received by Dykema Gossett or any partner, auditor or other member thereof as to compensation in connection with these chapter 11 cases other than in accordance with the provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local rules, orders of this Court, and the Fee Guidelines promulgated by the Executive Office of the United States Trustee.

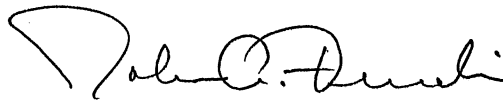
7. Dykema Gossett has no agreement with any entity to share with such entity any compensation received by Dykema Gossett.

8. Dykema Gossett and its partners, auditors, and other members may have in the past represented, currently represent, and may in the future represent entities that are claimants of the Debtors in matters totally unrelated to these pending chapter 11 cases. Dykema Gossett does not and will not represent any such entity in connection with these pending chapter 11 cases and does not have any relationship with any such entity, attorneys, or accountants that would be adverse to the Debtors or their estates.

9. Neither I, Dykema Gossett, nor any partner, auditors or other member thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors, or their estates in the matters upon which Dykema Gossett is to be engaged.

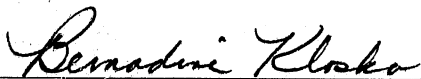
10. The foregoing constitutes the statement of Dykema Gossett pursuant to Sections 329 and 504 of the Bankruptcy Code and Bankruptcy Rules 2014 and 2016(b).

FURTHER AFFIANT SAYETH NOT



John A. Ferroli

Subscribed and sworn before me  
this 10TH day of November, 2005.



Bernadine Kloska  
Notary Public for  
Kent County, Michigan.  
Acting in Kent County, Michigan.  
My commission expires: 8/17/2008.

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IDJAF

**DYKEMA GOSSETT PLLC**

***HOW WE CHARGE FOR OUR SERVICES AND EXPENSES***

At Dykema Gossett PLLC we want each client relationship to be productive and satisfying for both parties. We believe one way to accomplish that goal is to explain at the outset the basis and manner in which we charge for our services and expenses.

Unless some other arrangement has been agreed upon with you, our practice is to submit monthly invoices for services and expenses. This ensures that you have a current understanding of charges and expenses incurred. The work we have performed on your behalf will be described in the monthly invoice. **Payment is due upon receipt.**

***SERVICES***

You will have an attorney who is responsible for your engagement with our firm. In addition to serving as your primary contact and either performing or overseeing all services provided for you, this attorney will review and approve each invoice you receive. The basis upon which we will charge for our services is subject to agreement between you and the firm. In the absence of a specific agreement to the contrary, the primary factors in determining our fees include the time and effort required and the experience and skill of the person performing the work (reflected in hourly rates).

***EXPENSES***

At Dykema Gossett we make every effort to pass through third-party expenses with no mark-up and no surcharge for the cost of carrying the charge until payment is made by you. Thus, filing fees, incorporation fees and similar expenses will appear on your bill at the amount actually disbursed by us on your behalf. *At times these types of expenses may appear on your bill well after the work has been completed. This is a result of the Firm not receiving the invoices from the vendor in as timely a manner as the work was performed.* You may be asked to pay directly certain larger expenses that are invoiced by third-parties for your account.

You also will be invoiced for expenses incurred in the course of providing legal service to you as set forth below:

1. ***Photocopying.*** We charge \$0.15 per page for photocopying. We recognize that this rate may be more than per copy costs for routine jobs at some copy centers, but there are many benefits to you, such as efficiency and confidentiality, when we do the copying for you in-house. Upon your request and where appropriate, we will send materials to you for copying or send materials to outside vendors who will bill you directly.
2. ***Telephone Charges.*** We charge the AT&T prevailing standard tariff on all long-distance calls based on measured use. Cellular telephone calls are invoiced at the vendor's charge.
3. ***Fax Charges.*** We charge one dollar per page for outgoing faxes, and do not charge for the fax telephone call. We do not charge for incoming faxes.
4. ***Messengers.*** In-house messenger charges are competitive with rates for outside messenger services.
5. ***Computerized Legal Research and Document Retrieval.*** We charge standard Lexis or Westlaw rates, plus a twenty percent adjustment representing our cost of providing equipment and access charges dedicated to this service. For document retrieval (SEC edgar files), we charge a fee equal to the service provider's standard rate.
6. ***Overnight Couriers.*** The charge to our client is the Federal Express or other courier's standard charge.
7. ***Postage.*** We do not charge for ordinary mailings under \$2.50.
8. ***Word Processing Services.*** We do not charge for ordinary use of word processing. Special desktop publishing services will be charged at \$15.00 per page.

In certain circumstances, we receive and retain discounts from our third-party contractors based on our volume use of their services.

Our responsibility is to make sure that you receive a complete, accurate and fair invoice. We strongly encourage you to raise promptly with us any questions or comments you may have regarding any invoice. In return, we expect payment of our invoices promptly upon their receipt. We reserve the right to charge interest on all past due accounts. If your account is not kept current we reserve the right to terminate our representation, in accordance with applicable ethical rules. If collection proceedings are necessary, you agree to pay for our legal fees and expenses, including the time our attorneys are required to spend.